

2012 In The Bag Contract and Shipping Info

Would you like to reach a highly targeted audience? The Toronto Star Wine & Cheese Show "In the Bag" program is the ideal solution to keep your products front and centre and put them directly into the consumer's hand!

SAMPLES DEADLINE: FEBRUARY 10, 2012

The Toronto Wine & Cheese Show gift bag is a shopping bag featuring a cross section of items from selected companies. It is distributed directly into the hands of the consumer as they enter the show.



Best choice for you if...

You have a new product or brochure to give directly to potential customers. The Wine & Cheese Show gift bag allows consumers to take the bag home and try your products. Unlike a random, mass mail-box drop, you are sure to reach receptive consumers that are specifically interested in discovering new products.

Exhibitor Rate: \$200 per thousand

Non Exhibitor Rate: \$300 per thousand

- Minimum 10,000 inserts. All bags will be pre-inserted prior to the show.
- Minimum 3 companies must participate to fulfill execution of program.

Once approved ship samples to:

(Note: samples must be pre-approved)

Toronto Star Wine & Cheese Show
c/o Shipping/Receiving
5300 Harvester Rd., Burlington ON L7L 5N5

For more information contact:

Marti Milks, C.D.E
416-234-0013
marti.milks@sympatico.ca

Jennifer Baz, M.B.A
905-842-6591 Ext 245
jbaz@metroland.com

Company:.....
Contact:..... Title:.....
Address:.....
City:..... Prov.:..... Postal Code:.....
Phone:..... Ext.:.....
Fax:.....
Email:.....
of inserts:.....@...../M=.....
Ad Size..... Rate.....

Prices are subject to GST

Method of Payment

VISA AMEX MC CHEQUE

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CARD NUMBER

CVC #

Card Holder's Name:.....

Expiry Date:.....

Signature:.....

TERMS AND CONDITIONS:

Acceptance of Item(s)

Event Management reserves the absolute discretion to grant or refuse permission to include any item(s) for the Gift Bag and the composition of the Gift Bag shall also be at the sole discretion of the Event Management. Without limiting the foregoing, Event Management shall be entitled to include competitive products in the Gift Bag.

Payment

If your Application is accepted, you will be asked to arrange for payment to us and delivery of your item(s) to our warehouse at your own expense (with insurance for the items to be your responsibility as well) 30 days prior to the Event. If payment and the items, or either of them, are not received by the deadline, the Event will not guarantee the inclusion of your item(s) in the Gift Bag.

Advertising

Event Management may use the name of the Supplier to promote its participation with the Gift Bag but the use of such name of the Supplier by Event Management shall not be perceived as an endorsement by Event Management of the Supplier's company, product and/or service. Event Management grants the Supplier the right to use the name of the Event as a part of its advertising for the limited purpose of communicating that the Supplier is providing its products for Gift Bags to be distributed at the Event.

Security, Safety, Fire and Health

Event Management shall, at its own expense and, at its sole discretion, employ its own personnel to compile the Gift Bags and the Supplier shall not interfere with any of the services carried out in respect of the Gift Bag. Notwithstanding the foregoing, the Supplier will assume all responsibility for compliance with local, city and provincial safety, fire and health ordinances regarding its products and its supply hereunder and the Supplier shall be properly insured for same. In that regard, the Supplier shall maintain comprehensive general liability insurance including, but not limited to, insurance against all claims for personal and bodily injury, death or damage to property and product liability coverage. This insurance shall provide a minimum of \$5,000,000.00 per occurrence third party liability coverage and the Supplier, once accepted, shall provide the Event with a certificate evidencing such policies, such certificate to be provided by insurers rated A- or better by AM and also to evidence that the policy contains a waiver of subrogation in favour of Event Management and a covenant from the issuing company that the policies shall not be canceled or materially changed without thirty (30) days prior written notice. The insurance policies (and the insurance certificate) shall also contain a cross liability and a severability of interest clause and, Event Management and its parent, subsidiaries and affiliates shall be named as additional insureds under such policies, which policies shall be primary and non-contributory to any other insurance of the Supplier.

Liability and Indemnity

Event Management shall not under any circumstances whatsoever be liable or responsible for (a) any loss, damage, theft or destruction whatsoever or howsoever caused to any goods, equipment or any other property belonging to the Supplier, including, without limitation, the items being provided by the Supplier hereunder for the Gift Bag; or (b) any damage, injury or death suffered by any person receiving the Supplier's product provided for in the Gift Bag however caused and regardless of how such person came into possession of such product in the Gift Bag; or (c) any loss, damage, injury, or cost whatsoever suffered by the Supplier by reason of any change in the date, time or place of the Event or the abandonment thereof.

The Supplier shall be liable for and will indemnify and hold harmless Event Management and its parent, affiliates and related companies and their respective directors, officers, shareholders, employees and agents and those for whom all such parties are in law responsible, from any and all loss, damage, suits, claims, actions, proceedings, causes of action, liability, demands, deficiencies, litigation, damages, penalties, fines, allegations, legal fees and

expenses, or proceedings of any kind whatsoever, directly or indirectly, arising out of the acts or omissions of the Supplier and its agents, employees, contractors, directors, officers, or other representatives for whom they are in law responsible or due to their negligence, misconduct, or other fault, in performance of its obligations hereunder including without limitation, any breach of this Agreement, including any breach of Supplier's representations and warranties hereunder, or in any manner whatsoever arising out of or in any way related to the Supplier's participation at the Event and/or with the Gift Bag and the services and items or either of them, provided by the Supplier. Event Management shall have control over the defense of any claims and this clause shall survive the termination of the Event and termination of this Agreement.

If Event Management should be prevented from holding the Event by any cause beyond its control including, but not limited to, strike, fire, civil disobedience, inclement weather, lockouts, acts of God, and suppliers, or for financial reasons, Event Management shall have no further obligation or liability to the Supplier.

Any contractual agreements made between the Supplier and any other party shall be between those parties and Event Management shall not be a party thereto and shall not incur any liability in respect of such contractual arrangements.

General

The Supplier hereby represents and warrants that:

- (a) it is a corporation duly incorporated and subsisting under the laws of the jurisdiction under which it was incorporated;
- (b) it has the full right and legal authority to enter into and perform this agreement in accordance with its terms;
- (c) it has all legal right, title and interest in and to the items and all intellectual property rights necessary to provide the services hereunder;
- (d) the items are in compliance with all applicable laws, including all labeling, packaging, health and safety, advertising and intellectual property laws;
- (e) it has or will obtain all government licenses, permits, or other authorizations necessary to perform its obligations hereunder; and
- (f) it will comply with all applicable laws and regulations pertaining to its obligations provided for in this agreement.

All matters and questions not covered by this Form are subject to the decision of Event Management. In addition, Event Management shall have full discretion in the interpretation and enforcement of all terms and conditions contained herein and the authority to make such amendments thereto and such further rules and regulations governing the conduct of the participation of the Supplier with the Gift Bags as it shall consider necessary for the proper presentation of the Event and the Gift Bags. The Supplier agrees to abide by all decisions of Event Management.

Kindly sign below and return one (1) original copy of this document. We will then notify you to confirm whether your application has been accepted and if so, to arrange for payment together with the delivery to us of your item(s) for the Gift Bag.

We hereby apply to provide items provided herein for the Gift Bag. If accepted, we hereby agree to abide by all of the terms and conditions provided herein.

DATED the _____ day of _____, 2012

Per: _____
Name: Authorized Signing Officer